



July 25, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO DELEGATE AUTHORITY TO THE DIRECTOR, DPSS, TO
SIGN AGREEMENTS WITH EACH OF THE THIRTEEN COMMUNITY COLLEGE
DISTRICTS IN LOS ANGELES COUNTY TO ADMINISTER THE COMMUNITY
COLLEGES CalWORKs PROGRAM
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign Agreements, substantially similar to the attached sample Agreement, with Antelope Valley Community College District, Cerritos College, Citrus Community College District, Compton Community College, El Camino Community College District, Glendale Community College, Long Beach Community College District, Los Angeles Community College District, Mt. San Antonio College, Pasadena City College, Rio Hondo Community College District, College of the Canyons, and Santa Monica Community College District, for the administration of the Community Colleges CalWORKs Program. The Agreements will be for terms starting September 1, 2002, or one day after execution, whichever is later, and terminating June 30, 2003, at a maximum cost of \$2.8 million through the use of CalWORKs Performance Incentives funds approved by your Board for this purpose on June 26, 2002.

2. Delegate authority to the Director, DPSS, to prepare and sign amendments to the Agreements for any decreases or increases of no more than ten percent of the total contract amount when the change is necessitated by additional and necessary services that are required for the Contractor(s) to comply with changes in federal, State or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendment, and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the community college districts are administering the Community Colleges CalWORKs Program and are key partners in the County's welfare-to-work efforts. By August 31, 2002, current State funding for the Program will no longer be available.

For FY 2002-03, the Governor has proposed, and the Legislature has agreed, to require a dollar-for-dollar local match for most of the State funding which will be allocated for the CalWORKs Community College Program. Approval to delegate authority to the DPSS Director to sign Agreements will allow the community college districts to draw down \$2.8 million in proposed State funding and continue their coordination with DPSS, as well as other CalWORKs service providers. This program will thereby enhance access to community college instruction for CalWORKs participants.

On June 26, 2002, your Board instructed DPSS to "implement an appropriate mechanism to make funding available to community colleges and return to the Board for contract approval, if contracts prove to be necessary." In addition, your Board allocated \$2.8 million in CalWORKs Performance Incentives for FY 2002-03 for the community college districts in Los Angeles County to sustain the current CalWORKs coordination efforts.

Implementation of Strategic Plan Goals

The Agreements are consistent with the principles of the Countywide Strategic Plan in enhancing service excellence, organizational effectiveness, and fiscal responsibility. In addition, the Agreements will ensure continued assistance to families, thereby improving upon children and families' well-being. This is consistent with Goal #1, Strategy #1 - Develop standards for user friendly service, and Strategy #2 - Design seamless service delivery systems; Goal #3, Strategy #3 - Collaborate across functional and jurisdictional boundaries; Goal #4, Strategies #1 and #2 - Manage effectively the resources we have.

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and invest in public infrastructure; and Goal #5, Strategy #1 - Coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

The maximum contract amount for the Community Colleges CalWORKs Program is \$2.8 million and will be funded exclusively with CalWORKs Performance Incentives funds. Therefore, there is no net County cost impact.

Attachment I provides a breakdown of the proposed individual contract maximum for each community college district. Proposed funding has been allocated based on the estimated number of CalWORKs participants in each community college district.

In accordance with State regulations governing contracts, the Agreements with public educational institutions will be actual cost contracts. The Contractors will be paid monthly in arrears based on their anticipated costs. Every three months, the Contractors will submit a quarterly reconciliation invoice, wherein they will report their actual costs for the three-month period.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Agreements for all thirteen community college districts in Los Angeles County are included in this recommendation. The college districts are as follows:

Antelope Valley Community College District, Cerritos College, Citrus Community College District, Compton Community College, El Camino Community College District, Glendale Community College, Long Beach Community College District, Los Angeles Community College District, Mt. San Antonio College, Pasadena City College, Rio Hondo Community College District, College of the Canyons, and Santa Monica Community College District

The contract terms will commence September 1, 2002, or one day after execution, whichever is later, and will continue through June 30, 2003.

The Contractors are in compliance with the Jury Service Program.

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The Agreements include language delegating authority to the Director, DPSS, to increase contract costs up to ten percent of the contract amounts. The overall \$2.8 million budgeted for the program will not be exceeded, but should a community college not be able to participate, the delegated authority will allow the Department the flexibility to redistribute the unused funds to participating community colleges.

The Contractors will not be asked to perform services which will exceed the overall budgeted amount of \$2.8 million, scope of work, and contract term.

There will be no adverse impact to County employees as a result of these contracts. Approval of these contracts will not result in unauthorized disclosure of confidential information, and will be in full compliance with applicable federal, State and County regulations. These contracts comply with all of the requirements of Los Angeles County Code Section 2.121.250 B; these services cannot be performed adequately, competently, or satisfactorily by County Civil Service employees.

The Agreements include the provision for the Contractor to consider hiring County employees targeted for layoff, or qualified former County employees who are on a re-employment list during the life of the contract, when filling future vacancies. The Agreements also require that the Contractor consider hiring participants of the Greater Avenues for Independence (GAIN) or the General Relief Opportunities for Work (GROW) Programs.

The attached sample Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

No solicitation document was issued for the procurement of these services. State regulations allow counties to enter into procurements by negotiations with public educational institutions without a formal bidding process.

The Agreements do not provide for cost-of-living adjustments. As these are actual cost contracts, any increase in costs will be reflected in the quarterly reconciliation invoices. However, the Agreements state that the County will not be liable for payments that would exceed the contract maximum.

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IMPACT ON CURRENT SERVICES

These Agreements will provide CalWORKs participants the continued partnership efforts and essential services that are coordinated between the community colleges and Los Angeles County.

These Agreements will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract is in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter.

Respectfully submitted,



BRYCE YOKOMIZO
DIRECTOR

BY:vn

Attachments

c: Executive Officer, Board of Supervisors
Chief Administrative Officer
County Counsel